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15005 NW Cornell LLC

UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF OREGON

In re

15005 NW CORNELL LLC, and

VAHAN M. DINIHANIAN, JR.

Debtors.<sup>1</sup>

15005 NW CORNELL LLC, an Oregon  
limited liability corporation,

Plaintiff,

v.

TASHA TEHERANI-AMI, IN HER  
CAPACITY AS THE TRUSTEE OF THE  
SONJA DINIHANIAN GST TRUST DTS  
01/01/11,

Defendant.

19-31883-dwh11 (Lead Case)

19-31886-dwh11

Jointly Administered Under  
Case No. 19-31883-dwh11

Adv. Proc. No. \_\_\_\_\_

**COMPLAINT**

- 1) Avoidance of Unperfected Interest – 11  
U.S.C. § 544
- 2) Avoidance of Fraudulent Transfer – 11  
U.S.C. § 544, 548
- 3) Declaratory Judgment

15005 NW Cornell LLC (“**Plaintiff**”), for its causes of action against Tasha Teherani-Ami, in

<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are: 15005 NW Cornell LLC (5523) and Vahan M. Dinihanian, Jr. (0871) (Case No. 19-31886-dwh11)).

1 her capacity as the trustee of the Sonja Dinihanian GST Trust DTS 01/01/11 (the “**Trust**” or  
2 “**Defendant**”) states, claims, and alleges as follows:

### 3 **THE PARTIES**

4 1. Plaintiff is a manager-managed Oregon limited liability company. Plaintiff is 50%  
5 owned by Eagle Holdings LLC and 50% owned by the Trust. Vahan M. Dinihanian, Jr. (“**Dinihanian**”)  
6 is the Plaintiff’s Manager, as provided in Plaintiff’s Operating Agreement.

7  
8 2. Tasha Teherani-Ami, formerly known as Tasha Dinihanian, in her individual capacity  
9 (“**Teherani-Ami**”) is a resident of the State of Oregon and at all material times has resided in or around  
10 the City of Portland, State of Oregon.

### 11 **JURISDICTION AND VENUE**

12 3. Pursuant to the provisions of 28 U.S.C. § 157(b)(1) and 28 U.S.C. § 157(b)(2)(H) and  
13 (O), (a) this Court has jurisdiction over the subject matter of this adversary proceeding and (b) this  
14 matter is a core proceeding.

15 4. Venue is proper pursuant to the provisions of 28 U.S.C. § 1409(a).

### 16 **FACTS**

17  
18 5. Plaintiff is the owner of a 50% undivided interest in the real property and improvements  
19 located at 15005 NW Cornell Road, Beaverton, Oregon, more particularly described in the attached  
20 **Exhibit A** (the “**Farm**”). Plaintiff’s 50% interest in the Farm is Plaintiff’s only asset, and is of  
21 significant value.

22 6. On or about August 22, 2012, Defendant filed a petition for dissolution of her marriage to  
23 Dinihanian in the Multnomah County Circuit Court, Case No. 1208-68730 (the “**Divorce Proceeding**”).

24 7. Plaintiff was not a party to the Divorce Proceeding.

25 8. Defendant was not a party to the Divorce Proceeding.

1           9.       Teherani-Ami and Dinihanian both agreed and stipulated to the entry of General  
2 Judgment of Dissolution of Marriage (the “**Judgment**”), entered on the court’s registry on March 22,  
3 2016. Teherani-Ami and Dinihanian both signed the Judgment in their individual capacities prior to  
4 entry of the Judgment by the court in the Divorce Proceeding.

5           10.     Plaintiff did not sign the Judgment.

6           11.     Defendant did not sign the Judgment.

7           12.     Plaintiff was not indebted to Defendant or Teherani-Ami prior to the conclusion of the  
8 Divorce Proceedings.

9           13.     The Judgment included a purported obligation for Dinihanian to “cause [Plaintiff] to  
10 execute and deliver to [Defendant] a statutory warranty deed conveying an undivided and unencumbered  
11 25% interest in the Farm in exchange for Sonja’s membership interest in [Plaintiff].”

12           14.     Plaintiff has not signed or delivered a deed to transfer any interest in the Farm to  
13 Defendant.

14           15.     Defendant asserts that the Judgment and Oregon Rule of Civil Procedure 71 has effected  
15 a transfer of one-half of Plaintiff’s interest in the Farm (the “**Disputed Transfer**”). Plaintiff received no  
16 consideration in exchange for the Disputed Transfer.

17           16.     At the time of entry of the Judgment, Plaintiff generated no revenue, through its interest  
18 in the Farm or otherwise.

19           17.     Plaintiff filed a voluntary petition under chapter 11 of the United States Bankruptcy Code  
20 on May 21, 2019 (the “**Petition Date**”), in the United States Bankruptcy Court for the District of  
21 Oregon, entitled *In re 15005 NW Cornell LLC*, Case Number 19-31883-dwh11 (the “**Chapter 11**  
22 **Case**”).

1 **FIRST CLAIM FOR RELIEF**  
2 **(Avoidance of Transfer or Obligation – 11 U.S.C. § 544(a)(3))**

3 18. Plaintiff re-alleges paragraphs 1-17 above.

4 19. Under 11 U.S.C. § 544(a)(3) and 550, Plaintiff, with the powers of a trustee pursuant to  
5 11 U.S.C. § 1107(a), and without regard to any knowledge of the trustee or of any creditor, may avoid a  
6 transfer of an interest in property of a debtor, or an obligation incurred by the debtor, from a transferee  
7 that is avoidable by a bona fide purchaser of real property from Plaintiff who has perfected such transfer  
8 as of the commencement of the bankruptcy case, whether or not such a purchaser exists.

9 20. Plaintiff held legal title to an undivided one-half interest in the Farm as of the Petition  
10 Date.

11 21. Plaintiff was not a party to the Divorce Proceedings or the Judgment. As a result, a bona  
12 fide purchaser of Plaintiff's interest in the Farm, as of the Petition Date, would not have had constructive  
13 or record notice of either:  
14

15 a. the Disputed Transfer; or

16 b. any obligation for Plaintiff to transfer half of its interest in the Farm to Defendant.  
17

18 22. Pursuant to 11 U.S.C. § 544(a)(3), Plaintiff is entitled to a judgment avoiding any  
19 obligation to transfer a one-half interest in the Farm to Defendant, or any transfer of such an interest that  
20 could have occurred by virtue of the Divorce Judgment.

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1 **THIRD CLAIM FOR RELIEF**  
2 **(Declaratory Judgment)**

3 31. Plaintiff re-alleges paragraphs 1-30 above.

4 32. The Judgment was an agreement between Teherani-Ami and Dinihanian. Neither  
5 Plaintiff nor Defendant were parties to that agreement, and neither Plaintiff nor Defendant signed the  
6 Judgment indicating their assent to the terms of the Judgment.

7 33. Pursuant to the terms of the Judgment, Plaintiff was to receive “Sonja’s membership  
8 interest in 15005 NW Cornell LLC.” Judgment, page 18, line 8. No such interest exists or has existed.  
9 To the extent the Judgment contemplated the transfer of the Defendant’s membership interests and  
10 Plaintiff’s, the transfer of such interest is of no value to Plaintiff. No consideration was provided to  
11 support any obligation for Plaintiff to transfer half of its interest in the Farm.  
12

13 34. Additionally, Plaintiff did not request or bargain for any of the purported consideration  
14 that would have been provided in exchange for the obligation to transfer half of Plaintiff’s interest in the  
15 Farm. As a result, any obligation to make such transfer is unenforceable.  
16

17 35. Additionally, the judgment was not signed by Dinihanian in his capacity as Plaintiff’s  
18 manager. As a result, the purported obligation for Plaintiff to transfer one-half of its interest in the Farm  
19 was not subscribed by any lawful agent with “such formalities as are required by law,” as is required by  
20 ORS 93.020(1). As a result, the obligation to transfer half of Plaintiff’s interest in the form is void and  
21 unenforceable.  
22

23 **PRAYER FOR RELIEF**

24 WHEREFORE, Plaintiff prays for relief as follows:

25 A. Entry of judgment avoiding any transfer of half of Plaintiff’s interest in the Farm;

26 B. Entry of judgment avoiding any obligation for Plaintiff to transfer half of its interest in

1 the Farm;

2 C. Entry of Judgment declaring the agreement between Dinihanian and Teherani-Ami,  
3 embodied by the Judgment in the Divorce Proceedings, unenforceable as to Plaintiff; and

4 D. Such further and equitable relief as the Court deems just and equitable.  
5

6 Dated: July 23, 2020

**PERKINS COIE LLP**

7 By: /s/ Douglas R. Pahl

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16 *15005 NW Cornell LLC*  
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